

EXECUTION COPY

RECORDATION NO. 19091-B  
FILED 1425

LEASE SUPPLEMENT (SPT 1994-A) NO. 1

SEP 29 1994 - 11:20 AM

Dated as of September 29, 1994

INTERSTATE COMMERCE COMMISSION

between

STATE STREET BANK AND TRUST COMPANY,  
NATIONAL ASSOCIATION,  
Lessor

and

SOUTHERN PACIFIC TRANSPORTATION COMPANY,  
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, THE FIRST NATIONAL BANK OF BOSTON, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SPT 1994-A), DATED AS OF SEPTEMBER 29, 1994, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 24 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY THE FIRST NATIONAL BANK OF BOSTON, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 30 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on \_\_\_\_\_, 1994 at \_\_\_\_:\_\_\_\_. M. Recordation Number\_\_\_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on \_\_\_\_\_, 1994, at \_\_\_\_:\_\_\_\_. M.

LEASE SUPPLEMENT (SPT 1994-A) NO. 1

LEASE SUPPLEMENT (SPT 1994-A) No. 1 dated September 29, 1994 (this "Lease Supplement") between State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (SPT 1994-A) dated as of September 29, 1994 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.
2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.
4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.
5. The amounts comprising the aggregate Equipment Cost of the Units leased hereunder are set forth on Schedule 1 hereto. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of September 29, 1994", the "Lease Agreement, dated as of September 29, 1994" or the "Lease, dated as of September 29, 1994," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

SPT 1994-A

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT, NATIONAL  
ASSOCIATION, not in its individual capacity,  
but solely as Owner Trustee

By: 1

Name:

Title:

MICHAEL J. D'ANGELICO  
VICE PRESIDENT

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY

By: \_\_\_\_\_

Name:

Title:

Receipt of the original  
counterpart of the foregoing  
Lease Supplement No. \_\_\_\_\_  
is hereby acknowledged this  
\_\_\_\_\_ day of \_\_\_\_\_, 1994.

THE FIRST NATIONAL BANK OF BOSTON,  
as Indenture Trustee

By: \_\_\_\_\_

Name:

Title:

SPT 1994-A

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

STATE STREET BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION, not  
in its individual capacity, but solely as Owner  
Trustee


By: \_\_\_\_\_

Name:

Title:

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY

By:  \_\_\_\_\_

Name: L.C. Yarberry

Title: Vice President - Finance

Receipt of the original  
counterpart of the foregoing  
Lease Supplement No. \_\_\_\_\_  
is hereby acknowledged this  
\_\_\_\_\_ day of \_\_\_\_\_, 1994.

THE FIRST NATIONAL BANK OF BOSTON,  
as Indenture Trustee

By: \_\_\_\_\_

Name:

Title:

STATE OF Massachusetts)

) ss:

COUNTY OF SUFFOLK)

MICHAEL J. D'ANGELO

On this 26th day of September, 1994, before me personally appeared  
that he is a VICE PRESIDENT of State Street Bank and Trust Company of Connecticut,  
National Association, a national banking association, and that the foregoing instrument was  
signed on behalf of said corporation by authority of its board of directors, and he  
acknowledged that the execution of the foregoing instrument was the free act and deed of  
said corporation.

Daniel Golden  
Notary Public

DANIEL GOLDEN  
Notary Public

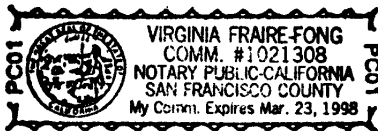
My Commission Expires June 26, 1998

SPT 1994-A

STATE OF CALIFORNIA                     )  
                                                      ) SS:  
COUNTY OF SAN FRANCISCO            )

On Sept. 26, 1994, 1994 before me, Virginia Fraire-Fong, Notary Public,  
personally appeared L.C. Vanberry, personally known to me to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed  
the same in his authorized capacity, and that by his signature on the instrument the person,  
or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Virginia Fraire-Fong

SCHEDULE 1

Description of Equipment: 50 (Fifty) Dash 9-44 Diesel-Electric Locomotives Nos. SP8100 through and including SP8149 manufactured by General Electric Company.

Cost of Each Locomotive: [Intentionally omitted]